



# **Australian Flight Attendants Income Protection Insurance Plan**

## **Product Disclosure Statement & Policy Document**

## INTRODUCTION

This Product Disclosure Statement (PDS) is an important legal document that contains details of Your income protection insurance policy. Before You decide to buy insurance from Us, please read this PDS thoroughly and keep it, together with Your Policy Certificate, in a safe place.

### What is a Product Disclosure Statement?

The Corporations Act 2001 (Cth) requires that any 'retail client' must receive a 'Product Disclosure Statement' (PDS) prepared by the Insurer which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

This PDS is designed to provide You with the necessary information regarding the features of this income protection product in order that You can make an informed choice about purchasing this product.

In this PDS You will find all the information You need to know about the type of cover(s) available, Our terms and conditions, benefits and risks and information about making a claim.

Please read this booklet and make sure that You are satisfied with the terms and conditions that We offer.

Income protection only begins when We have agreed to accept the insurance and a Policy Certificate has been issued.

This PDS and Policy Wording along with the insurance Policy Certificate We send You are Your policy documents and form Your legal contract with Us. Please keep them together in a safe place.

Please do not hesitate to contact Your Insurance Adviser if You have any questions about this policy booklet or Your insurance cover.

### About Point Underwriting Agency

Point Underwriting Agency Pty Ltd AFSL 477471 (Point) is a niche market underwriter specialising in niche insurance products. We pride ourselves on offering tailored insurance products backed by Our people and professional service.

### About the Insurers

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

### Group Policy Clause

Lloyd's provides all documents relating to this insurance (PDS and Policy Certificate) to the relevant insurance broker. If You are an association, group, corporation, university or any type of group or association, that is not a natural person, and You collect monies from Your members, employees, or students to pay for and provide the benefits of this policy, You must then give the PDS and Policy Wording to each member, employee or student in your group from whom You collect monies and pass on the benefits of this policy to. If new members, employees or students

join Your group You must give them the PDS and Policy Wording when they join the group.

### Applicable Sections Clause

Not all sections of this PDS document will apply to You. The precise coverage afforded is subject to the terms and conditions outlined in the PDS, Policy Certificate, certificates of sums insured, policy wording and any endorsements, as issued by Us.

## ABOUT THE PRODUCT

### Eligibility criteria

To apply for cover, or to renew this insurance, You must be a legal resident physically residing in Australia, be legally working in an eligible occupation as a member of the Flight Attendant's Association of Australia and must be at least 16 years of age and less than 70 years of age at the date of first entering into or on any renewal of this insurance (as applicable) unless We agree otherwise.

Not all Injuries or Sicknesses attract a benefit payment and not all circumstances in which defined Injuries or Sickness occur are covered.

Importantly, the policy does not cover Pre Existing Conditions (conditions which first became apparent before the Period of Insurance).

### What You should read

To determine if this insurance is right for You, it is important that You read the following:

- Part A – About this Personal Accident and Sickness Insurance section which contains important information that You need to be aware of;
- Part B - Your Cover Section, which sets out the covers available under this insurance;
- Glossary - which defines some of the important words which We use in Your policy;
- Exclusions Section - which sets out what We do not cover;
- General Conditions Section - which sets out the conditions and terms that apply to Your whole policy such as how You and We can cancel Your policy, Your requirement to tell Us if You change Your occupation and taxation impacts;
- Claiming a Benefit Section - which tells You how to make a claim; and
- any other document(s) We provide to You via Your insurance broker about this insurance which may change the standard cover in this document including the Policy Certificate.

### Important matters

We only provide cover up to the amount(s) and limit(s) and for the period(s) of time specified in Your policy, including the Policy Certificate and subject to its other terms, conditions and exclusions. All amounts insured exclude GST. In the event of a claim, no payment will be made for Total Disablement until the Waiting Period has expired. No amount is payable for or during the Waiting Period.



## When does Your cover begin and end?

### Cover begins

Cover begins at 4pm on the commencement date shown on the Policy Certificate, subject to Our receipt of the first payment of premium.

### Cover ends

The policy and Your cover ends on the earliest of:

- 4pm on the date one year after the commencement date or such shorter period as shown in the Period of Insurance on Your Policy Certificate;
- the date Your policy is cancelled by You or Us;
- the date You are made redundant or change Your occupation or employment to one which We have not agreed to insure (please refer to clause 4.2);
- You no longer meet the eligibility criteria (see page 3).

## What do You pay?

When calculating Your premium for this insurance We take a range of factors into account, including Your age and Your occupation.

Your premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies such as stamp duty and GST.

If You pay Your premium by instalments, this may increase the amount of the premium that You must pay. If Your premium is payable in instalments, You must continue to pay the instalments to maintain cover. If You pay by 7 or more instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least 14 days, We may refuse to pay any claim that arises after the unpaid instalment was due and if an instalment remains unpaid, We may cancel Your policy by giving You notice of cancellation.

If You enter into a policy with Us, the amount of premium that You must pay will be shown in the Policy Certificate.

## How to Apply

To apply for this insurance You need to complete an application or You can contact Your insurance adviser who will assist You to complete an application. We use and rely on the information supplied by You to decide whether to accept Your application and, if so, the terms on which cover is provided.

If We accept Your application, cover will only begin from the date premium is received. We issue a Policy Certificate setting out the details of the cover provided, the limits that apply, the premium payable and other information including whether any standard terms have been varied by way of endorsement.

We provide cover on the terms contained in this PDS, the most recent Policy Certificate and any other document that We tell You forms part of the terms and conditions of Your cover. All of these documents make up Your "Policy".

## Your Duty of Disclosure

Before You enter into this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984. The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, reinstate or replace the contract. This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### Your Duty of Disclosure when You enter into the contract with Us for the first time

When answering Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions. It is important that You understand You are answering Our questions in this way for Yourself and anyone else whom You want to be covered by the contract.

### Your Duty of Disclosure when You vary, extend, reinstate or replace the contract

When You vary, extend, reinstate or replace the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

### What You do not need to tell Us

Your duty however does not require disclosure of any matter:

- That diminishes the risk to be undertaken by Us; or
- That is of common knowledge; or
- That We know or, in the ordinary course of Our business as an insurer, ought to know; or
- As to which compliance with Your duty is waived by Us.

## Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## Cooling off period

If You buy this personal Accident and Sickness insurance We will issue and send You Your Policy Certificate. The Policy Certificate will show the Period of Insurance for which You are covered and the policy issue date. You have a 14 day cooling off period (beginning on the earlier of 5 business days after You receive confirmation of cover and the date Your policy is issued to You) to decide whether the policy is suitable for Your needs. Unless the reason for which You entered into Your policy no longer exists, You have made or are entitled to make a claim, You can return the Policy Certificate to Us within the 14 day cooling off period. We will cancel the policy and give You a full refund of premium, less taxes or charges and reasonable administrative expenses We are unable to recover.

After the expiry of Your cooling off period, You still have cancellation rights which are set out in Section 4 General Conditions.

## Alterations to this Policy

Alterations to the terms, clauses and / or conditions of this policy are not valid unless agreed by Us in writing.

## Complaints

Lloyd's aim is to provide the highest service to Our Australian policyholders and, to this end, We have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

### Stage 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to Point Underwriting Agency or to the administrator handling Your claim in the first instance – in most cases this will resolve Your grievance.

We will respond to Your complaint within 15 business days provided We have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, We will agree to reasonable alternative timeframes with You. You will also be kept informed of the progress of Your complaint.

### Stage 2

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd's Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street  
Sydney NSW 2000  
Telephone Number: (02) 8298 0783  
Facsimile Number: (02) 8298 0788  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If Your dispute remains unresolved You will be referred to the Australian Financial Complaints Authority under the terms of the General Insurance Code of Practice.

### How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of Our review of Your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your complaint within 15 business days of receipt, provided We have received all necessary information and have completed any investigation required.

## External Dispute Resolution

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within 45 calendar days of receiving it at Stage 1, You may refer the matter to the

Australian Financial Complaints Authority (AFCA). AFCA can be contacted;  
by post GPO Box 3, Melbourne Vic 3001  
phone 1800 931 678  
email [info@afca.org.au](mailto:info@afca.org.au)  
via their website [www.afca.org.au](http://www.afca.org.au).

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between You and Your insurer. Your dispute must be referred to the AFCA within 2 years of the date of Our final decision. Determinations made by AFCA are binding upon Us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100, or by visiting Our website at [www.pointinsurance.com.au](http://www.pointinsurance.com.au).

## Financial Claims Scheme

In the unlikely event certain underwriters at Lloyd's Australia Insurance Limited were to become insolvent and could not meet its obligations under this policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA Financial Claims Scheme website at [www.fcs.gov.au](http://www.fcs.gov.au) and the APRA Hotline on 1300 5 588 49.

## Privacy Notice

We are committed to protecting Your privacy. We only use the personal information You provide to Us to quote on and insure Your risks. We only provide personal information to Our underwriters and reinsurers (and their representatives) and those We appoint to assist Us with claims under Your policy. We will not trade, rent or sell Your information.

If You don't provide Us with complete information, We cannot properly quote for Your insurance and We cannot insure You. You can check the personal information We hold about You at any time.

If You provide Us with personal information about anyone else, We rely on You to have told them that You will provide their information to Us, to whom We may provide it, the purposes for which We will use it and that they can access it. If the information is sensitive, We rely on You to have obtained their consent on these matters.

For more information about Our Privacy Policy, ask Us for a copy or visit Our website: [www.pointinsurance.com.au](http://www.pointinsurance.com.au)

## PART A: SUMMARY

### Summary of Cover Provided

This section provides a summary only. See Part B - Your Cover Section for full terms and conditions that apply including Exclusions and the Policy Certificate for any endorsements that have been applied.

### Injury and Sickness Cover

If You suffer a defined Injury or Sickness that first occurs or manifests itself during the Period of Insurance and this Injury or Sickness results in You becoming Totally Disabled within twelve (12) calendar months of the date of Injury or the date on which the Sickness first occurs or manifests itself (for avoidance of doubt, even if You have previously been Totally Disabled as a result of that Injury or Sickness, the Total Disability now being claimed must also have begun within twelve (12) calendar months of when the Injury or Sickness first occurred or manifested), We will pay You the following weekly benefit:

- the lesser of 85% of Your Pre-Disability Earnings and the Weekly Sickness Benefit amount shown on Your Policy Certificate for the period You are Totally Disabled up to the maximum benefit period shown on Your Policy Certificate.

### Waiting Period

A Waiting Period applies for the Injury and Sickness cover. If You are Totally Disabled during the Waiting Period, then any weekly benefit You are entitled to will not commence until the Waiting Period has expired. No benefit payment is made for or during the Waiting Period.

### Some exclusions from cover apply

A benefit is not payable if a policy exclusion applies. These exclusions are explained in the relevant cover sections and Section 3- Exclusions.

Also, a weekly benefit is only payable while You are a legal resident of Australia who is physically in Australia.

### Capital Benefit Cover

Depending on the cover you choose, the Policy may provide a Capital Sum payment for Accidental Death or serious and permanent bodily Injury as a result of an Accident.

## PART B: YOUR COVER

### Section 1 – Weekly Benefits

#### 1.1 Weekly Injury Benefit

##### Total Disability Benefit

If You suffer an Injury during the Period of Insurance and this Injury results in You becoming Totally Disabled:

- within twelve (12) calendar months of the date of the Injury (for avoidance of doubt, even if you have previously been Totally Disabled as a result of that Injury, the Total Disability now being claimed must have also begun within twelve (12) calendar months of the date of Injury); and
- for a continuous period that is longer than the Waiting Period;

We will pay You the following weekly benefits:

The lesser of:

- 85% of Your Pre-Disability Earnings; and
- the weekly Injury benefit amount, shown on Your Policy Certificate for the period You are Totally Disabled up to the maximum benefit period shown on Your Policy Certificate. No payment is made for the Waiting Period.

You will not be considered to be Totally Disabled before You consult a Medical Practitioner for the claimed disability. If You are capable of returning to work in any occupation, profession or business which You are in Our opinion qualified to perform (based on Your education, training or experience) on a full time, part time or any other basis, You are not Totally Disabled. We will only pay the Injury benefit if You are Totally Disabled. We will not pay it if You are Partially Disabled.

This benefit is subject to the scope of cover and terms and limitations contained in Your Policy Certificate.

#### 1.2 Weekly Sickness Benefit

##### Total Disability Benefit

If You suffer a Sickness that first occurs or manifests itself during the Period of Insurance and this Sickness results in You becoming Totally Disabled:

- within twelve (12) calendar months of the occurrence or manifestation of the Sickness (for avoidance of doubt, even if you have previously been Totally Disabled as a result of that Sickness, the Total Disability now being claimed must have also begun within twelve (12) calendar months of the first occurrence or manifestation of the Sickness); and
- for a continuous period that is longer than the Waiting Period;

We will pay You the following weekly benefits:  
The lesser of:

- 85% of Your Pre-Disability Earnings; and
- the Weekly Sickness Benefit amount shown on Your Policy Certificate, for the period You are Totally Disabled up to the maximum benefit period shown on Your Policy Certificate. No payment is made for the Waiting Period.

You will not be considered to be Totally Disabled before You consult a Medical Practitioner for the claimed disability. If You are capable of returning to work in any occupation, profession or business which You are in Our opinion qualified to perform (based on Your education, training or experience) on a full time, part time or any other basis, You are not Totally Disabled. We will only pay the Sickness Benefit if You are Totally Disabled. We will not pay it if You are Partially Disabled.

This Benefit is subject to the scope of cover and terms and limitations contained in Your Policy Certificate.

#### 1.3 Waiting Period

A Waiting Period applies for both the Injury cover and Injury and Sickness cover. We will not pay You any benefit for or during the Waiting Period. We start paying the relevant benefit from the end of the Waiting Period.

The Waiting Period applies to all claims made under 1.1 or 1.2.

#### 1.4 When Weekly Benefits are paid

Weekly benefits are paid fortnightly in arrears. We will pay one

seventh (1/7th) of the weekly benefit for each day that benefits are payable.

### 1.5 Maximum Benefit Period and Recurrence Clause – Weekly Benefits

If the weekly benefit has been paid for a period less than the maximum benefit period shown on Your Policy Certificate and You are able to claim under 1.1 or 1.2 as a result of a recurrence of the same Injury or Sickness within 6 months of Your previous Total Disability ending, then any weekly benefit otherwise payable under 1.1 or 1.2 in relation to this recurrence is only payable for the balance (if any) of the maximum benefit period shown on Your Policy Certificate.

In the event that You suffer a recurrence of the same Injury or Sickness more than 6 months after Your previous Total Disability ending then You must apply for a new claim subject to all terms and conditions of the policy.

### 1.6 Reduction of the Weekly Benefit – Other Payments

If You receive during the period that You are covered for being Totally Disabled:

- periodical benefits or insurance payments of any kind for the same Injury or Sickness; or
- Wages, salary or income from any other source including sick leave from Your employer; or
- insurance or compensatory lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the same Injury or Sickness.

then if the amount You receive from the other source is a:

- periodical payment, We will deduct the periodical payments of these amounts from the weekly benefit amount We pay referable to the same period (but not below zero); and
- lump sum, weekly benefits payable are suspended, and all weekly benefits paid must be repaid, to the extent that the lump sum payment is greater than the weekly benefits paid or payable.

Where the lump sum is less than the weekly benefits payable, weekly benefits will recommence from the date on which the amount of the lump sum equals the amount which would have otherwise been payable to You if You had not received the lump sum.

The amounts We pay under this Section 1 are subject to the other terms, conditions and exclusions of Your policy.

## Section 2 - Capital Benefit Cover

This benefit only applies if Your Policy Certificate shows that You are covered for Capital Benefits.

If You suffer an Injury which results in any of the Capital Benefits occurring within 12 months of the date of the Injury, We will pay You the benefit specified in the Capital Benefits Table as a percentage of the Sum Insured as specified in Your Certificate.

In the case of Your Accidental Death, We will pay the relevant compensation to Your Estate.

INSURED EVENTS Bodily Injury resulting directly in	THE COMPENSATION Being the Sum Insured or a percentage thereof
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total Loss of two limbs	100%
5. Permanent Total Loss of one limb	100%
6. Permanent Total Loss of sight in both eyes	100%
7. Permanent Total Loss of sight in one eye	100%
8. Permanent Total Loss of the lens of the eye	60%
9. Permanent Total Loss of hearing in: a) Both ears b) One ear	a) 80% b) 20%
10. Third degree burns and or resultant disfigurement which covers more than 40% of the entire external body	50%
11. Permanent Total Loss of use of four fingers and thumb of either hand	80%
12. Permanent Total Loss of use of four fingers of either hand	50%
13. Permanent Total Loss of use of the thumb of either hand: a) both joints b) one joint	a) 30% b) 15%
14. Permanent Total Loss of use of one finger of either hand: a) three joints b) two joints c) one joint	a) 10% b) 7.5% c) 5%
15. Permanent Total Loss of use of toes of either foot: a) all - one foot b) great - both joints c) great - one joint d) other than great - each toe	a) 15% b) 5% c) 3% d) 1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of Leg by at least 5cm	7.5%

INSURED EVENTS Bodily Injury resulting directly in	THE COMPENSATION Being the Sum Insured or a percentage thereof
18. Permanent Total Disablement not otherwise provided for under Insured Events 8-17 inclusive	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensation provided under Insured Events 8-17 inclusive.



## Capital Benefit - Limitations

We will not pay any Capital Benefit for more than one bodily Injury arising from the same event. We will pay You the highest applicable Capital Benefit.

Any compensation payable to Insured Persons for Capital Benefits 1-18 shall be reduced by any sum already paid for Weekly Injury Benefits in respect of the same Injury.

Any Capital Benefit payable will be reduced by any insurance or compensation lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the same bodily Injury.

The amount We pay under this Section is subject to the other terms, conditions and exclusions of Your policy.

## Section 3 - Exclusions

3.1. Exclusions apply to all parts of this policy;

Notwithstanding any provision to the contrary within this re/ insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, or resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- a) War, hostilities or warlike operations (whether war be declared or not),
- b) Invasion,
- c) Act of an enemy foreign to the nationality of the Insured person or the country in, or over, which the act occurs,
- d) Civil war,
- e) Riot,
- f) Rebellion,
- g) Insurrection,
- h) Revolution,
- i) Overthrow of the legally constituted government,
- j) Civil commotion assuming the proportions of, or amounting to, an uprising,
- k) Military or usurped power,
- l) Explosions of war weapons,
- m) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- n) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a foreign state to the nationality of the Insured Person whether war be declared with that State or not,
- o) Terrorist activity.

For the purpose of this exclusion:

- i) terrorist activity means an act, or acts, of any person, or groups(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxin (s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

No compensation or benefit is payable under this policy for any event caused by, arising out of, or in any way related to or connected with:

- a) Your own criminal act;
- b) You being under the influence of alcohol or drugs (other than drugs prescribed by a Medical Practitioner and taken as directed);
- c) Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) howsoever this syndrome has been acquired or may be named;
- d) alcoholism or illicit drug use;
- e) participating in, or training for, any professional sport; or any code of football as an amateur (unless You are specifically insured for this by endorsement shown on the Policy Certificate);
- f) participating in motor sports of any kind including practice or time trials;
- g) driving or riding on motor cycles or motor scooters of any kind if the Insured Person is a;
  - 1. A probationary, learner or unlicensed motor cycle rider;
  - 2. A rider whilst the motor cycles is being ridden on other than a permanent sealed surface which is constructed of bitumen or concrete;
  - 3. A rider of any motor cycle engaging in any form of competition, race or trial;
  - 4. A rider of any motorcycle on a racetrack during a racetrack open date whether they paid for access or otherwise.
- h) parachuting, hang gliding, or any other aerial activity except when working in Your usual occupation or as a fare paying passenger on an airline with scheduled flights;
- i) suicide or attempted suicide; intentional self-injury or attempted intentional self-injury;
- j) any Occupational Disease meaning any abnormal condition, howsoever it may be named, that is not traceable to an Accident during the course and scope of employment and during the Period of Insurance and has been caused by exposure to a disease producing agent or agents present in the Insured Person's occupational environment.
- k) any Pre-Existing Condition;
- l) delay or consequential loss of any description;

- m) pregnancy or childbirth;
- n) any other exclusion set out in the Policy Certificate.

3.2 We will not pay any benefits under Section 1 of this Insurance after You die.

3.3 We will not pay any benefit that if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the National Health Act, 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts.

3.4 We will not pay any benefit for any event covered under this policy if at the time of the Injury or Sickness or at the time of entering into Your policy You were not a legal resident in Australia or were not legally entitled to work.

## Section 4 - General Conditions

### Your Contact Details

4.1 Notices and other information concerning this policy will be sent to You at the address last advised to Us. It is important that We be advised of any changes to Your contact information.

### Change of Occupation / Redundancy

4.2 Cover is provided for You on the basis that You continue in the occupation We agreed to insure You for with the same employer. If You change employer for any reason, You must notify Us and cover is only continued if We confirm that cover continues for You in Your new employment. If You are covered in Your new employment, it may be on different terms. If You are made redundant by Your current employer all cover ceases immediately upon the redundancy. Eligibility to claim also ceases unless You were Totally Disabled due to Sickness or Injury prior to the date of redundancy (as verified by the employer making the redundancy and the contemporaneous clinical records of the Medical Practitioner that You consulted shows Your attendance and Total Disability prior to Your redundancy) irrespective of other policy terms, conditions and definitions that apply under this policy whilst cover was in force.

4.3 If You make a claim and at the time of the event giving rise to the claim, You have changed Your employment and We have not confirmed that cover continues for You, then if Your new employment:

- is one which We would not have insured, Your claim may be declined; or
- is one which represents a greater risk than the one for which You were previously insured, You may have to pay an additional premium and be subject to other terms and conditions which reflects the additional risk.

### Taxation Impacts

4.4 If You buy the insurance, in most cases, the part of the premium You pay for the Weekly Benefits coverage is tax deductible and the benefits paid would be treated as assessable income.

4.5 This taxation information is of a general nature only and is based on Our interpretation of the tax laws and rulings at the issue date of this PDS. As individual circumstances may be quite different, We recommend that You consult a taxation adviser in relation to Your personal position.

## Paying for the insurance

### Instalments

4.6 Cover under the policy only starts if You pay the premium. If Your premium is payable by instalments (fortnightly, monthly, quarterly or half-yearly) You

must pay the instalments when due to keep the policy in force.

4.7 We may cancel the policy by giving notice if any instalment of premium has remained unpaid.

4.8 If an instalment remains unpaid for at least 14 days, We may refuse to pay any claim that arises after the unpaid instalment was due.

4.9 We may deduct from any claim amount benefit payment, any unpaid premium or instalment of premium.

## Cancellation Rights

### Cancellation by You

4.10 You may cancel Your policy at any time by notifying Us in writing.

4.11 The cancellation will take effect from the later of the date of cancellation specified by You or at 4.01pm AEST on the date We receive Your written cancellation.

### When We can cancel the policy

4.12 We may also avoid or cancel the policy when We are legally entitled to do so.

4.13 If the policy is cancelled, We will give you written notice, whether personally, by post, email or by fax to Your last known contact details. The cancellation will be effective from 4.01pm on the third day after the day it is issued by Us.

4.14 We will refund the premium for the period from the date Your policy was cancelled to the due date of the policy.

## Renewal Terms

4.15 We will write to You at least 14 days before Your policy expires to confirm the date and time Your policy expires. When we write to You We may offer a new policy on the same terms or on different terms or We may refuse to renew the policy. We will offer You a new policy by sending a renewal notice to You identifying the new premium and any other changes to the terms of this policy. You accept by paying the new premium or giving Us notice of acceptance.

## Section 5 - Claiming a Benefit

5.1 You must tell Us as soon as possible after You sustain an Injury or a Sickness which may give rise to a claim under the policy. We may reduce the amount of a benefit, or may refuse to pay the claim to the extent that We are prejudiced by late notification of the claim.

### Claim Forms

5.2 When You notify Us of a potential claim, We will send You a claim form which must be completed and returned to Us as soon as possible.

5.3 A medical certification will be required by Your Medical Practitioner in the format We provide to You so Your claim can be assessed. You must meet the cost of this medical certificate.

5.4 For weekly benefits, ongoing medical certifications will be required. You must meet the cost of these medical certifications.

5.5 We may also require Your medical history or for You to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, We will meet those costs unless You have elected to obtain and provide other evidence in support of Your claim application in which case such cost will be borne by You.

## Other Information

5.6 We may ask You to provide such evidence to support Your entitlement to a benefit as We may reasonably request. This



evidence may include, but is not limited to the following:

- written authorities allowing Us to access medical, financial or other relevant information, which may include personal and sensitive information;
- in the case of a weekly benefit, evidence of Your Pre-Disability Earnings, details of income or periodic payments You received from other sources. We may require verification of this information by way of a financial audit;
- details of any other insurance covering the same, or similar, condition for which You are making a claim;

5.7 For any reason, in the event that You elect to instruct a solicitor and obtain Your own legal advice, all costs associated with such advice and representation must be borne by You in full.

#### **Your co-operation**

5.8 When making a claim You are under a duty to act with utmost good faith. We owe the same duty to You in assessing the claim. You must therefore co-operate with Us and comply with Our reasonable requests in assessing the claim.

#### **Subrogation**

5.9 We are entitled to commence or take over legal proceedings in Your name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.

#### **Sanction Limitation and Exclusion Clause**

5.10 No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

#### **Insured Person – Limit of Liability**

5.11 Our total liability during any 12-month period in respect to any Accident or Sickness to an Insured Person arising out of any one event, shall not exceed \$412,000.

#### **Service of Suit**

The underwriter hereon agrees that: (a) in the event of a dispute arising under this policy, Underwriters at Your request will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court; (b) Any summons notice or process to be served upon the Underwriters may be served upon: Lloyds's General Representative in Australia, Lloyd's Australia Limited, Level 9, 1 O'Connell Street, Sydney NSW 2000, Australia, who has the authority to accept service and to enter an appearance on Underwriters behalf and who is directed at Your request to give a written undertaking to you that he will enter an appearance on Underwriters behalf; (c) if a suit is instituted against any one of the Underwriters all underwriters hereon will abide by the final decision of such Court or any competent Appellate court.

#### **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## **Glossary**

In Your policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

**Accident** means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You.

**Accidental Death** means death occurring as a result of Injury

**Injury** means a bodily Injury resulting solely and directly from an Accident, where the Injury and Accident occur during the Period of Insurance. For the avoidance of doubt, the following would not be an Injury:

- a Sickness or a condition ordinarily described as being a Sickness;
- a Pre-Existing Condition;
- the aggravation of a condition which existed before the start of the period during which cover is provided under the policy; or
- any degenerative or congenital condition or other condition which does not result solely and directly from an Accident.

**Insured Person** means any person whom:

- has provided a completed application form in the format required by Us; and
- We have agreed to provide cover under the policy; and
- a premium has been paid by payroll deduction or Direct Debit (DDR) and a Policy Certificate issued; and
- continues to be engaged in the same occupation for the same insured contained in the application form provided to Us.

**Medical Practitioner** means a legally qualified doctor (including a General Practitioner, Physician, or Specialist) currently registered to practice in Australia, who is not Your spouse, or a member of Your family or Your business associate and is acting within the scope of their registration and pursuant to the relevant laws.

**Period of Insurance** means the period during which cover is provided under the policy as set out in Your Policy Certificate.

**Permanent Total Loss** means the full and permanent loss of the use of the part of Your body referred to in the Capital Benefits Table.

**Permanent Total Disablement** means disablement which entirely prevents You from attending to any business or occupation of any and every kind and which lasts twelve (12) months and at the expiry of that period is beyond the hope of improvement.

**Policy Certificate** means the relevant certificate and endorsements issued which sets out the specific insurance details for You.

**Pre-Disability Earnings** means the weekly equivalent of gross annual remuneration from Your employer for Your personal exertion, averaged over the 12 months prior to the Injury or Sickness (if applicable) which caused Your Total Disability, inclusive of bonuses, commissions or allowances.

**Pre-Existing Condition** means a Sickness, illness, disease, Injury, condition, (including any side-effect or symptoms of a condition) of which You were aware of which a reasonable person in the circumstances could be expected to have been aware,

or for which You have received or sought medical attention or treatment or for which You have undergone testing prior to the commencement of the Period of Insurance.

Pre-Existing Conditions specifically include congenital or degenerative conditions for which You have been diagnosed or were aware or of or of which a reasonable person in the circumstances could be expected to have been aware prior to the commencement of the Period of Insurance regardless as to whether You were at that time or subsequently being treated for them.

**Sickness** means an illness, Sickness or disease that is not an Injury and which occurs solely, directly and independently of any other cause or condition (including, but not limited to any Injury or Pre-Existing Condition, other Sickness, illness, disease, congenital or degenerative condition) which existed prior to the Period of Insurance.

**Total Disablement, Totally Disabled, Total Disability** means You are entirely and continuously unable to engage in Your usual occupation or employment, for which You are covered under Your policy, or from any other occupation, profession or business which in Our opinion You are qualified to perform based on Your education, training or experience and:

- You are not working in any employment or occupation; and
- You are under the regular care and attendance of and following the advice and treatment recommended by, a Medical Practitioner.

**Waiting Period** is the period (of consecutive days) stated in the Policy Certificate during which no benefits are payable for Total Disablement from a Sickness or Injury, commencing from the day medical treatment is sought from a registered Doctor for Injury or Sickness on or after the Insured Person completely ceased work due to that Sickness or Injury.

**We Us and Our** means the insurer, certain underwriters at Lloyd's acting through its agent Point Underwriting Agency Pty Ltd, ABN 53 605 479 070.

**You, Your or Yours** means the Insured Person.

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#### **Disclaimer**

All information in this PDS is current at the time of issue. We may change the information from time to time that is not materially adverse by preparing a product information update.



**wagecover.**

## How to make a claim with WageCover

When you sustain an injury or a sickness which prevents you from attending your place of work, you must as soon as possible seek and follow medical advice from a qualified medical practitioner.

As soon as possible contact WageCover direct on:  
(02) 9971 8411 and obtain a claim form.

Complete all questions on the claim form as required and have the doctor who first attended to you complete the medical certificate.

Forward your completed claim form including all medical certificates / reports, employer statements and your proof of earnings to:

### **WageCover Australia Pty Ltd**

Suite 3/1, Farrer Place  
Sydney, NSW, 2000

T: (02) 9970 8411

E: [info@wagecover.com.au](mailto:info@wagecover.com.au)

W: [wagecover.com.au](http://wagecover.com.au)

ABN: 31 070 231 748 AFSL 246 276

Our Financial Services Guide (FSG) is available on our website or by clicking on the following link (WageCover FSG v11.2018). The Financial Services Guide provides you with the key information about us and the services we can provide to you. Any general advice in this email does not take account of your personal objectives, financial situation and needs. We recommend you read the relevant Product Disclosure Statement (if applicable) before acquiring any product mentioned in this email. To view our Privacy Policy please visit our website [wagecover.com.au](http://wagecover.com.au) or ask us for a copy.